

Embassy of the United States of America Manila, Philippines

June 5, 2015

To: Prospective Quoters

Subject: RFQ NO. SRP380-15-Q-0044, Preventive Maintenance Services of Fire Pumps and its Components

Enclosed is a Request for Quotation (RFQ) for Preventive Maintenance Services of Fire Pumps and its Components. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

There will be a site visit on June 10, 2015 at 9:00 a.m., with a pre-quotation conference immediately following. All prospective offerors are requested to assemble at the Roxas Gate, Seafront Compound, Pasay City at 8:45 a.m. You are requested to limit your representatives to a maximum of two only.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due on June 15, 2015, no later than 4:00 p.m.

Sincerely,

JOHN A. KLIMOWSKI Contracting Officer

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		QUIRED TO SIGN T. E. CONTRACTOR AGI			, , -	-				ER DATED . YOUR INCLUDING ANY
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	1 (Include applicable	1. SCHEDULE Federal, State and	local taxes)	····	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)
1	The contractor shall provide related materials, labor, tools and equipment needed for the preventive maintenance of fire pumps and its components at Chancery and Seafront Compounds, per attached scope of work.	1.00	LT	0.00	0.00

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Attachment 2 – Fire Pump Locations/ Specifications

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Attachment 5 – Contractor Furnished Equipment

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SRP380-15-Q-0044 PRICES, <u>BLOCK 23</u>

of U.S. Government-own Seafront Compounds in a The contract will be for a (3) one-year options. PRICING BASE YEAR. The firm to date stated in the Notice	ned Fire Pu accordance a one-year j	contract is for the Preventive Maintenance Services imps and its Components located at the Chancery and with Attachment 1. period from the date of the contract award, with four for the base period of the contract (starting on the
(3) one-year options. PRICING BASE YEAR. The firm to date stated in the Notice:	fixed-price	
BASE YEAR. The firm to date stated in the Notice	fixed-price	for the hard period of the contract (etertion on the
date stated in the Notice	fixed-price	for the hard period of the contract (etapting and the
all work described in the	to Proceed contract is	and continuing for a period of 12 months) to perform
Monthly Price		Annual Amount
₽	x 12 =	<u>₽</u>
FIRST OPTION YEAR. contract is:	The firm f	ixed-price to perform all work described in the
Monthly Price		Annual Amount
<u>P</u>	x 12 =	₽
SECOND OPTION YEA contract is:	R. The fire	n fixed-price to perform all work described in the
Monthly Price		Annual Amount
₽	x 12 =	<u>P</u>
	FIRST OPTION YEAR. contract is: Monthly Price F SECOND OPTION YEA contract is: Monthly Price	FIRST OPTION YEAR. The firm for contract is: Monthly Price P x 12 = SECOND OPTION YEAR. The firm for the contract is:

	₽ x	2 = ₽		_		
E.	SUMMARY TOTAL:					
	BASE YEAR: FIRST OPTION YEAR: SECOND OPTION YEAR: THIRD OPTION YEAR:	P P P				
	GRAND TOTAL:	<u>p</u>				
III.	VALUE ADDED TAX					
3(b)(3) regulat	S. Government is exempt from of Revenue Regulations No. ion, all sales made by Contractate and are, therefore, not subj	-97 dated Ja ors or suppli	nuary 2, 199 es to the U.S	7. In accor	rdance with this	8
IV.	QUALITY ASSURANCE A	D SURVEI	LLANCE PL	AN (QASI	P)	
QASP Contra Contra Govern	lan provides an effective me provides a method for the ctor performance, advise the cting Officer of continued ment, is responsible for mana le of the Government is to more	Contracting Contractor unsatisfacto ement and c	Officer's F of unsatisfac ry performa quality contro	Representate tory performance. The old to meet to the control of t	ive (COR) to rmance, and n e Contractor, he terms of the	monitonotify the not the contract

THIRD OPTION YEAR. The firm fixed-price to perform all work described in the

Annual Amount

D.

contract is:

₽

Performance Objective

Performs all services set forth in

the performance work statement.

Services.

Monthly Price

Scope of Work

Attachment 1

Paragraphs

Performance Threshold

All required services are

(1) customer complaint is

received per month

performed and no more than one

- 1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 2. STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
- 3. PROCEDURES.
 - (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (b) The COR will complete appropriate documentation to record the complaint.
 - (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
 - (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
 - (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERICAL ITEMS (MAY 2014), is incorporated by reference (see SF-1449, Block 27A)

NONE

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2014)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>). Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).

(2) <u>52.233-3</u>, Protest After Award (Aug 1996) (31 U.S.C. 3553).

- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (<u>41 U.S.C.</u> 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- _√ (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
 - (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- __(11)(i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15 U.S.C. 657a</u>).
 - (ii) Alternate I (Nov 2011) of <u>52.219-3</u>.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business

8259b). (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products
(Jun 2014) (E.O. 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16.
_√ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
(40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83)
(41)(i) <u>52.225-3</u> , Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (<u>41 U.S.C. chapter 83</u> , <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> note, <u>Pub. L. 103-182</u> , <u>108-77</u> , <u>108-78</u> , <u>108-286</u> , <u>108-302</u> , <u>109-53</u> ,
109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. (ii) Alternate I (May 2014) of 52.225-3.
(iii) Alternate II (May 2014) of 52.225-3.
(iv) Alternate III (May 2014) of <u>52.225-3</u> . (42) <u>52.225-5</u> , Trade Agreements (Nov 2013) (<u>19 U.S.C. 2501</u> , et seq., <u>19 U.S.C. 3301</u> note).
and statutes administered by the Office of Foreign Assets Control of the Department of
the Treasury). (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States
(Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area
(Nov 2007) (42 U.S.C. 5150). $\sqrt{(47)}$ 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)
(41 U.S.C. 4505, 10 U.S.C. 2307(f)). (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505,
10 U.S.C. 2307(f)). (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management
(Jul 2013) (31 U.S.C. 3332). (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award
Management (Jul 2013) (<u>31 U.S.C. 3332</u>). (51) <u>52.232-36</u> , Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (53)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006)
(<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C.</u> 2631).
(ii) Alternate I (Apr 2003) of <u>52.247-64</u> .
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) <u>52.222-41</u> , Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and
41 U.S.C. chapter 67). (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price
Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>). (5) <u>52.222-51</u> , Exemption from Application of the Service Contract Labor Standards to

Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- __(9) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

The Comptroller General of the United States, or an authorized representative of the (1)Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- The Contractor shall make available at its offices at all reasonable times the records, (2) materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- As used in this clause, records include books, documents, accounting procedures and (3) practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C.
- (ii)52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down (iii) required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212). (v)
- 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (vi)
- 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (vii)
- 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (viii) (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5 52.229-6	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and *two (2)* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c)	Contractor Remittance Address. The Government will make payment to the contractor's
	address stated on the cover page of this contract, unless a separate remittance address is shown below:
	snown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days* as holidays:

New Year's Day (U.S./PHL) January 1 3rd Monday of January M. L. King Jr. Ďay (U.S.) Chinese New Year's Day (PHL) Movable Date U.S. President's Day (U.S.) 3rd Monday of February Maundy Thursday (PHL) Movable Date Good Friday (PHL) Movable Date Bataan & Corregidor/Heroism Day (PHL) April 9 Philippine Labor Day (PHL) May 1 U.S. Memorial Day (U.S.) Last Monday of May Philippine Independence Day (PHL) June 12 U.S. Independence Day (U.S.) July 4 Ninoy Aquino Day (PHL) August 21 Last Monday of August National Heroes Day (PHL) 1st Monday of September U.S. Labor Day (U.S.) Eid-ul-Fitr (PHL) Movable Date 2nd Monday of October Columbus Day (Ú.S.) All Saints' Day (PHL) November 1 November 11 U.S. Veterans Day (U.S.) 4th Thursday of November U.S. Thanksgiving Day (U.S.) Bonifacio Day (PHL) November 30

Christmas Day (U.S./PHL) Rizal Day (PHL) Last Day of the Year (PHL) December 25 December 30 December 31

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is the Facility Manager.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

- A. <u>Summary of Instructions</u>. Each offer must consist of the following:
- A.1. VOLUME 1 (2 copies): A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 and Section 5 have been filled out.
- A.2. VOLUME 2 (4 copies): Information demonstrating the offeror's/quoter's ability to perform, including:
 - (1) Resume of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;
 - (2) Resume and evidence of experience of proposed technician to be assigned under the contract showing relevant experience of not less than 3 years in the field of preventive maintenance of fire pumps and its components and related services;
 - (3) Evidence that the offeror/ quoter operates an established business with a permanent address and telephone listing;
 - (4) List of clients, demonstrating experience for the same or similar work within the last three (3) years with relevant past performance information and references to include:
 - (a) Customer's name (company name), address, current telephone and fax numbers, name of customer's lead contact or technical personnel;
 - (b) Date of contract award, place(s) of performance, completion dates and contract peso value:
 - (c) Brief description of the work, including responsibilities

- (5) Evidence that the offeror/ quoter can provide the following:
 - (a) Necessary personnel
 - (b) List of company-owned tools and equipment relative to the performance of the work under this project, providing full description, quantity and condition;
 - (c) Financial Statements describing your financial condition and capability, including the audited balance sheet, income statement and cash flow statement for the past two (2) years:
- (6) Evidence that the offeror/ quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2), to include but not limited to DTI Registration, Business Permit, SEC, accreditation with professional associations, etc.
- (7) A copy of the Certificate of Insurance (or a statement that the contractor will get the required insurance, and the name of the insurance provided to be used.).

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN–REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on June 10, 2015 at 9:00 a.m. Participants will meet at the Roxas Boulevard Gate, Seafront Compound, Pasay City. Assembly time is 8:45 a.m.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the

contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Joni Scandola, at 301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

> Acquisition Ombudsman U.S. Department of State A/OPE SA-15, Room 1060 Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - · Satisfactory record of integrity and business ethics;
 - · Necessary organization, experience, and skills or the ability to obtain them;
 - · Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

- "Forced or indentured child labor" means all work or service-
- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- "Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
- "Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.
- "Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of <u>6 U.S.C. 395(c)</u>. An inverted domestic corporation

as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets
 Control in the Department of the Treasury, or are expressly exempted under Federal law
 from the requirement to be conducted under such authorization:
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b)
- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

	REO NO. SRP380.15.0.0044
Li	sted End Product Origin
	Listed Countries of
	Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).] (1) Listed end products.
	Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring
(i)	Certification Regarding Knowledge of Child Labor for Listed End Products (Executive
(h)	RESERVED
(g)	RESERVED
(f)	RESERVED
(e)	Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(d)	RESERVED
(c)	RESERVED
	solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

counti	2) ries of oi (i) or (i)(rigin in	ication. [If the Contracting Officer has identified end products and paragraph (i)(1) of this provision, then the offeror must certify to either y checking the appropriate block.]		
		provis countr [] (ii) provis countr faith e mine, On the	The offeror will not supply any end product listed in paragraph (i)(1) of this ion that was mined, produced, or manufactured in the corresponding y as listed for that product. The offeror may supply an end product listed in paragraph (i)(1) of this ion that was mined, produced, or manufactured in the corresponding y as listed for that product. The offeror certifies that it has made a good ffort to determine whether forced or indentured child labor was used to produce, or manufacture any such end product furnished under this contract. It is basis of those efforts, the offeror certifies that it is not aware of any such child labor.		
(j)	RESE	RVED			
(k)	Standa also co the exe	Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph $(k)(1)$ or $(k)(2)$ applies.]			
	[](1) 22.100] (1) Maintenance, calibration, or repair of certain equipment as described in FA 2.1003-4(c)(1). The offeror o does o does not certify that—			
		(i)	The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;		
		(ii)	The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and		
		(iii)	The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.		
	[] (2) not cert		services as described in FAR <u>22.1003-4(d)(1)</u> . The offeror o does o does t—		

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
 - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

	(3)	Taxpayer Identification Number (TIN).
		o TIN: o TIN has been applied for.
		o TIN is not required because:
		o Offeror is a nonresident alien, foreign corporation, or foreign partnership that
		does not have income effectively connected with the conduct of a trade or
		business in the United States and does not have an office or place of business or a
		fiscal paying agent in the United States;
		o Offeror is an agency or instrumentality of a foreign government;
		o Offeror is an agency or instrumentality of the Federal Government.
	(4)	Type of organization.
		o Sole proprietorship;
		o Partnership;
		o Corporate entity (not tax-exempt);
		o Corporate entity (tax-exempt);
		o Government entity (Federal, State, or local);
		o Foreign government;
		o International organization per 26 CFR 1.6049-4;
		o Other
	(5)	Common navout
	(2)	Common parent. o Offeror is not owned or controlled by a common parent;
		o Name and TIN of common parent:
		Name
		TIN
(m)		icted business operations in Sudan. By submission of its offer, the offeror certifies
	that th	ne offeror does not conduct any restricted business operations in Sudan.
(n)	Probi	bition on Contracting with Inverted Domestic Corporations.
(11)	(1)	Relation to Internal Revenue Code. An inverted domestic corporation as herein
	(-)	defined does not meet the definition of an inverted domestic corporation as
		defined by the Internal Revenue Code 25 U.S.C. 7874.
	(2)	Representation. By submission of its offer, the offeror represents that—
		(i) It is not an inverted domestic corporation; and
		(ii) It is not a subsidiary of an inverted domestic corporation.
(o)	Prohi	bition on contracting with entities engaging in certain activities or transactions
	relatir	ng to Iran.
	(1)	The offeror shall e-mail questions concerning sensitive technology to the
	(-)	Department of State at <u>CISADA106@state.gov</u> .
		A The state of the
		REO NO. SRP380.15.0.0044

- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/11.sdn.pdf).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
 - (i) This solicitation includes a trade agreements certification (e.g., $\underline{52.212}$ - $\underline{3}(g)$ or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.
 - (1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
 - (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3)	If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner CAGE code: Highest-level owner legal name: (Do not use a "doing business as" name)
	(End of provision)

LIST OF ATTACHMENTS

Attachment 1 - Description/ Specifications/ Work Statement

Attachment 2 - Fire Pump Locations/ Specifications

Attachment 3 - Outline of Fire Pump Preventive Maintenance Services to be performed

Attachment 4 – Preventive Maintenance Schedule (Diesel Fire Pump)

Attachment 5 - Contractor Furnished Equipment

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- A. <u>General</u>. The American Embassy Manila requires a maintenance service contractor to perform preventive maintenance services for fire pumps and its components on US Government properties in accordance with the requirements herein. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English-speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the American Embassy. The designated person shall be onsite during normal Embassy working hours and shall have supervision as his/her sole function during the times s/he is on duty. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Specific services are described in detail below.
- A.1. <u>Personnel</u> The Contractor shall be responsible for providing qualified technicians with relevant experience of not less than 3 years in preventive maintenance of fire pump and its components.
- A.2. Working Hours All work shall be performed every Friday, 7:30 a.m. to 4:30 p.m. excluding U.S. and Philippine holidays as listed under Section 2, DOSAR 652.237-72, Observance of Legal Holidays and Administrative Leave. If the Contractor desires to work outside of the regular hours, the Contractor shall submit a request to the COR five (5) calendar days prior to the start of the work to enable the COR to make necessary arrangements for access clearance. Changes in work hours will not be a cause for a price increase.
- A.3. <u>Emergency Repair Services</u> are not covered under this solicitation. Any emergency repair work that needs to be performed shall be informed in writing by the Contractor to the COR and shall be subject to a separate negotiation and Purchase Order. No repair services shall be performed without prior approval of the Contracting Officer.

A.4. <u>Definition of Terms</u>

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

"Government" means the Government of the United States of America.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"PM" means Preventive Maintenance.

A.5. The Contractor shall provide an Execution Plan to carry out the maintenance services as described in Subsection A.7-Work Requirements. The Contractor shall provide a draft of the Execution Plan to the COR for review 30 days after contract award.

A.6 <u>Duties and Responsibilities</u> Services to be performed shall be in accordance with procedures contained in this statement of work. Damages or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken. Major and specialized repairs shall be carried out by the Government, independent of this contract.

A.7. Work Requirements

- a) The Contractor shall provide full service to meet routine and preventive maintenance requirements. Fire pumps and its components listed on Attachment 1 and other integral part of fire pumps, should be maintained in a reliable and efficient operating condition at all times. In the event of a breakdown, every effort shall be made by the Contractor to immediately inspect, and/or report findings for replacement of the system to return to operational condition.
- b) All defects found shall be reported to the Contracting Officer's Representative (COR). The COR shall inspect and determine if unit needs replacement or repair. Dismantling and replacement of defective unit with Government-furnished unit shall be performed <u>only</u> after receipt of instruction from the COR.
- c) Routine Maintenance Services. The objective of scheduled routine maintenance is to eliminate or minimize system malfunction, breakdown and deterioration. Maintenance performed by the Contractor must assure continuous, safe and satisfactory operation of all fire pumps their parts and components. Routine maintenance shall be scheduled by the Contractor and approved by the COR. The contractor shall perform maintenance listed in Attachment 1 to include monitoring of service calls and/ or requests from the Facilities Maintenance Office.
 - 1. <u>Weekly Service</u> (for diesel engine driven fire pumps, jockey pump motors, pump engine, ITT AC-pump and controllers) at the Seafront Compound and at the Chancery Compound:
 - 1. Accomplish the tasks specified on Attachment 3 (weekly).
 - 2. Submit status report to the COR for review.

2. Monthly Service

- 1. Accomplish tasks specified on Attachment 3 (Monthly) where applicable. The required monthly tasks should be done every third (3rd) week of the month on top of weekly inspection and maintenance.
- Submit status report to the COR for review.

3. SEMI-ANNUAL SERVICE

- 1. Accomplish tasks specified on Attachment 3 (Semi-annual). The required weekly tasks should be done on top of semi-annual inspection and maintenance.
- 2. Submit status report to the COR for review.

4. ANNUAL SERVICE

- 1. Accomplish tasks specified on Attachment 3 (annual) where applicable. The required weekly tasks should be done on top of annual inspection and maintenance.
- 2. Submit status report to the COR for review.
- d) <u>Contractor's Service Maintenance Logbook</u> For each service to be performed at the locations specified in Attachment 1, the Contractor shall maintain a logbook;

- (1) Log in and out on the Service/Maintenance logbook located at FAC;
- (2) Prepare a status report at the end of each inspection to be submitted to the COR on a weekly basis using applicable forms or similar, which could be revised anytime within the duration of this contract without additional costs to the US Government.
- e) <u>Preventive Maintenance Schedule</u> Within five (5) working days from the effective date of the contract, the Contractor shall submit to the Contracting Officer an acceptable schedule and description of preventive maintenance for all items listed in Attachment 3 for approval.

The Contractor shall obtain the Contracting Officer's approval prior to making any changes in the Contractor's Preventive Maintenance Plan. If directed by the Contracting Officer, the Contractor shall submit said changes in writing a proposal for COR's review and approval.

f) <u>Contractor Management and Supervision</u>

- (1) The Contractor shall assign qualified technicians to monitor the maintenance of the fire pumps and its components on locations specified in Attachment 1.
- (2) The Contractor shall be responsible for the management of the total maintenance services effort. This includes the planning, scheduling and programming of all services, described herein, performance of these services and compliance with all record and reporting requirements.
- (3) The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce during all times that services are being delivered under this contract. The supervisor shall be the focal point for the Contractor and shall act as liaison with U.S. Government personnel; shall have sufficient English language skills to be able to communicate with members of the U.S. Government staff and shall have supervision as his or her sole function during the times that services are being delivered under this contract.

Fire Pump Location/Specifications

Chancery Compound:

1. JOCKEY PUMP MOTOR

NAME	GRUNFOS
CAT NO.	CR2-11
H.P.	3
VOLTS	230
PHASE	1
HZ	60
RPM	3450
PSI	120
GPM	16

NAME

2. FIRE PUMP

SIZE TYPE	6X5X17 SSC	
SN	FP-C18071	
NO.STCS	1	
BHP (RATED)	120	
BHP (MAX)	118.8	
SUCTION(MAX)381		
GPM	1000	
RPM	1750	
PSIG	125	
PSIG MAX (1.5) 144		
CAP PSIG IMP	100	
DIA	17.5	

PATTERSON (USA)

3. PUMP ENGINE MODEL PDFP-06YT

4. FIRE PUMP CONTROLLER

NAME	HUB!	BEL (USA)
MODEL	LX-20	0-S-0
GRD	9061	12-1-1
WATER PRESSURE		NEGATIVE
RATING	300	

Seafront Compound:

1. JOCKEY PUMP MOTOR

NAME GRUNDFOS SPEC 35D15-2792FS

FRAME

HP 2

VOLTS 115/208-230

AMPS 24/12 HZ 60

SN 84.Z00028

2. JOCKEY PUMP CONTROL

 NAME
 MERTON

 MODEL
 M15A-2-230

 SN
 AK-924865-02

VOLTS 230 HP 2 PH 1 HZ 60

3. ITT AC-PUMP

SIZE 6X4X11f

SN 921-94896-02-1 GPM 1000@289HEAD RPM 30001MPDIA.10.3

NET PRESSURE@150CAP 89

BHP(MAX) 110

POSITIVE SUCTION

PRESSURE (MAX) 53

TYPE 81000

4. FIRE PUMP MOTOR

NAME CLARKE

ENGINE DETROIT DIESEL MODEL PDFP-03PT 5068

SN 30-211414 RATING 130BPH

Outline of Fire Pump Preventive Maintenance Services to be Performed:

Services to be performed shall be in accordance with procedures contained in this statement of work. Damage or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken. Minor and specialized repairs shall be carried out by the Government, independent of this contract.

- (a) The Contractor shall provide full service to meet routine and preventive maintenance requirements. Fire pumps and all of its components and other integral part of fire pumps, should be maintained in a reliable and efficient operating condition at all times. In the event of a breakdown, every effort shall be made by the Contractor to immediately inspect and/or report findings for replacement of the system to return to operational condition.
- (b) All defects found shall be reported to the Contracting Officer's Representative (COR). The COR shall inspect and determine if unit needs replacement or repair. Dismantling and replacement of defective unit with Government furnished unit shall be performed only after receipt of instruction from the COR.

CONTRACTOR FURNISHED EQUIPMENT

The Contractor shall provide all materials, supplies and clothing required to perform as specified in the contract. Such items include, but are not limited to uniforms, personnel equipment, tools and any other operational or administrative items required for performance of the duties and requirement of this contract. The quantities indicated are minimums only and if necessary the contractor is solely responsible for replacement (frequently), with no increase or change in contract prices. The U.S. Government shall not be liable for any expense related to Contractor furnished equipment.

1	Multi-Tester	1	ea
2	Ammeter	1	ea
	1 set of 12 pc open/ box combi wrench(english and		
3	metric)	1	ea
4	vise grip 8"	1	ea
5	1 set of hex key (english and metric)	1	ea
6	1 set of 6-pc phillips -head screw drivers	1	ea
7	1 set of 6-pc flat head screw drivers	1	ea
8	Adjustable Wrench 6"	1	ea
9	Electrical Pliers 6"	1	ea
10	Long nose plier 6"	1	ea
1 1	Ball peen hammer 24 oz.	1	ea
12	Side cutting plier 6"	1	ea
13	Pipe wrench12" long	1	ea
14	Uniform for contractor personnel with logo		
15	Hand gloves	1	pair

PREVENTIVE MAINTENANCE SCHEDULE (DIESEL FIREPUMP)

Task	Action	
1. WEEKLY:		
A. Run Engine (30 Minutes)	Visual Inspection	
B. General Inspection	Visual Inspection	
C. Lubricating Oil	Visual Inspection	
D. Fuel Tank	Visual Inspection	
E. Cooling System	Visual Inspection	
F. Battery	Visual Inspection	
G. Exhaust System	Visual Inspection	
H. Operating Gauges	Visual Inspection	
I. Cooling Hose Inspection	Visual Inspection	
2. 6 MONTH: Task	Action	
A. Fuel Lines	Visual Inspection	
B. Battery	Clean	
C. Air Intake System	Visual Inspection	
D. Drive Belts	Visual Inspection	
E. Exhaust System	Visual Inspection	
F. Battery Charging System	Visual Inspection	
G. Manual Contactors	Visual Inspection	
3. 1 YEAR: Task	Action	
A. Lubricating System	Replace	
B. Air Cleaner	Replace	
C. Fuel & Fuel Filters	Replace	
Crankcase Vent System	Visual Inspection	
E. Wiring Systems	Visual Inspection	
4. 2 YEAR: Task	Action	
A. Cooling System	Replace	
B. Air Cleaner	Replace	
C. Coolant Hose Inspection	Visual Inspection	

WEEKLY P.M. SCHEDULE:

A. ENGINE RUNNING INSPECTION:

While the engine is running at operating temperature, check for coolant, fuel or lubricating oil leaks. If any leaks occur, shut down engine immediately, repair, then restart. After engine has run its cycle, tighten connections where necessary to stop leaks.

B. GENERAL INSPECTION:

Visually inspect engine for damage, leaks or frayed belts. Correct or record for future action.

C. LUBRICATING:

Check the engine oil while the engine is stopped; check to make sure it is at proper level on the DIP STICK. Visibly inspect to make sure there is no diesel fuel or antifreeze in the oil showing on the dipstick.

D. FUEL TANK:

Keep the fuel tank filled to reduce condensation to a minimum. Remove the fuel tank plug and open the fuel tank valve. (Should be located on bottom of tank) Drain approximately 1 cup of fuel to remove water and sediment. Close the drain and install plug. Visually inspect tank for any leaks.

E. COOLING SYSTEMS:

Check the coolant level weekly. The level should be within two (2) inches of the filler neck. Inspect all hoses for leaks, repair as necessary. <u>CAUTION: NEVER CHECK COOLING SYSTEM IMMEDIATELY AFTER ENGINE IS TURNED OFF OR UNDER PRESSURE. CHECK COOLING LEVEL BEFORE ENGINE IS STARTED.</u>

F. BATTERIES:

Visually inspect batteries for damage or corrosive build up.

Check water level in the batteries. <u>CAUTION: DO NOT USE OPEN FLAMES OR ANY SPARKS AROUND</u> BATTERIES, THEY WILL EXPLODE.

G. EXHAUST SYSTEMS:

Prior to each maintenance run, make a visual check of the exhaust system to verify condition of the piping and muffler. (If Used) Inspect all hangers and rods where attached to ceiling. Check to make sure there is no obstruction to any part of the exhaust.

H.OPERATING GUAGES:

Make sure you have no visible damage to any gauges or the Instrument Panel. Check all gauges while the engine is running at normal speed and temperature. To insure they meet all required indications during "Engine Run" condition.

1. COOLING HOSE INSPECTION:

Inspect hoses for splits, holes or dry rot. Check all clamp connections. Repair as needed.

J. RAW WATER STRAINERS:

Clean, flush and inspect the raw water strainers. Close thevalve in front and behind the strainer and clean. Re-install strainer and open valve in front and behind the strainer. Check for leaks. (DO NOT RUN ENGINE WHILE CLEANING STRAINERS.

6 MONTH P.M. SCHEDULE:

A. FUEL LINES:

Check condition of the fuel lines for fraying, leaks or poor condition. Check all connections for leaks. Repair as needed.

B. BATTERY:

Check the specific gravity of the electrolyte in each of the batteries. (IN WARM WEATHER) it should be checked more frequently due to a more rapid loss of water.)

C. AIR INTAKE SYSTEM:

Inspect the intake piping for cracked hoses or punctures, which can damage the engine. Tighten or replace parts as necessary to make sure the air intake does not leak. (NEVER OPERATE THE ENGINE WHILE WORKING ON THE AIR INTAKE)

D. DRIVE BELTS:

Visibly inspect the belts. Replace those belts that are frayed or cracked. Also, adjust belts that have a deflection of more than one-inch thickness per pulley distance. (NEVER OPERATE THE ENGINE WHILE WORKING ON DRIVE BELTS.)

E. EXHAUST SYSTEM:

Inspect exhaust system for leaks or plugging, if any are found, repair immediately. Inspect and tighten if necessary exhaust manifolds, turbo mount (if equipped) and piping bolts & nuts.

F. BATTERY CHARGING SYSTEM:

Inspect the terminals for corrosion, loose connections and the wiring for broken wires.

G. MANUAL CONTACTORS:

Operate contactors to assure manual operation. If contact is not functional or if other inoperative condition exists, replace unit. Check bolts for tightness or damage. (CONTACTORS ARE CONNECTED TO LIVE BATTERIES, USE CAUTION WITH TOOLS)

1st YEAR P.M. SCHEDULE:

A. LUBRICATING OIL & FILTER:

- Engine oil becomes contaminated, and essential oil additives are depleted with use.
- 2. Under no circumstance can the oil drain interval extend beyond 1 YEAR OR 250 HRS. of operation.
- 3. CAUTION should be taken with direct contact of HOT OIL with your SKIN.

THE FOLLOWING PROCEDURES SHOULD BE TAKEN:

- 1. Operate the engine at normal operating temperature.
- 2. Shut off engine and remove the oil pan drain plug. Drain the oil immediately into a drain pan to make sure all the oil contaminates are removed from the engine.
- **3.** Clean the area around the filter. Remove the filter. Clean the gasket surface of the filter head. Make sure the old gasket is removed. NOTE: The oil filter o-ringcan stick to the filter base.
- 4. Using the Manufacturers Recommended oil filter, apply a light film of oil to the gasket-sealing surface before installing the new filter. NOTE: Fill the filter with clean lubrication oil before installing. (The lack of oil during the delay until the filter is pumped full of oil is harmful to the engine)
- 5. Install the filter back onto the filter housing. CAUTION should be taken when installing a new filter. Hand tighten filter only. (On Canister type filters refer to Owners Manual for recommended procedure), (If Used).
- **6.** Check and clean oil pan plug threads and the seal surface. Install and tighten oil pan plug (Do not over tighten oil pan plug).
- 7. Choosing the Manufacturers Recommended lubricating oil will be specified in the owners' manual.
- 8. Fill the engine with the amount required by the Manufacturer.
- 9. Start the engine to inspect for leaks at the filter and drain plug.
- 10. Shut off engine. Wait approximately five (5) minutes to let the oil drain from the upper part of the engine.

B. AIR CLEANER:

Replace or clean air filter element. (DO NOT OPERATE ENGINE WITHOUT AIR CLEANER INSTALLED)

C. FUEL & FUEL FILTERS:

- 1. Clean the area around the fuel filter and filter base. Remove the fuel filter or filters.
- 2. Use clean oil to lubricate the new filter or filters. This will be applied around the gasket seal on the fuel filter or filters. Fill the fuel filter or filters with clean diesel fuel. (This will prime the fuel filter or filters)
- **3.** Install the fuel filter or filters onto the fuel filter base or bases. Hand tightens only. (Overtighting can cause damage to the threads or damage filter base)

D. CRANKCASE VENT SYSTEM:

Inspect all hoses for splits or cracks. Replace as needed. Tighten all clamps. Visually inspect vent system.

E. WIRING SYSTEMS:

Check all terminal connections in the DC junction box for corrosion and tightness. If corrosion or rust is found, clean or repair.

2nd YEAR P.M. SCHEDULE:

A. COOLING SYSTEM:

- 1. Drain the system, and flush with clean water.
- 2. Fill the cooling system with the correct mixture of anti-freeze. (Refer to Owners Manual)
- 3. Operate the engine, and check for leaks.
- 4. After the air has been purged from the system, check the coolant level again. (Add as needed)
- **5.** Check the condition of the pressure cap. The rubber seat should be in sound condition. If it is cracked or frayed, do not use. (Each cap has a set relief pressure rating) DO NOT ATTEMPT TO RUN ENGINE WITHOUT PRESSURE CAP) * IF EQUIPPED: COOLANT FILTER.
- **6.** Shut off the valve in front and behind the coolant filter. Note: Do this while engine is cold. (If equipped)
- 7. Clean the area around filter and filter base. Remove & discard the coolant filter. Clean the gasket base surface.
- 8. Apply a light film of lubricating oil to the gasket seal surface before installing the coolant filter.
- 9. Fill new filter with new anti-freeze as recommended by the Owners Manual.
- 10. Install new filter onto coolant base. (Hand tighten only) (Over tightening can cause damage to the threads or filter gasket)
- 11. Open the valve in front and behind the coolant filter. (If equipped)
- 12. Run engine to check for leaks. (DO NOT RUN ENGINE WHILE REPLACING COOLANT FILTER)

B. AIR CLEANER:

Replace or clean air filter element. (DO NOT RUN ENGINE WITHOUT AIR CLEANER INSTALLED)

C. COOLANT HOSE INSPECTION:

Visually inspect all coolant hoses and clamps. Inspect hoses for splits, holes and dry rot. Replace as needed.

PUMP IDENTIFICATION

Carefully record all off the following information from the Pump Assy, nameplate. This will help in obtaining the correct replacement parts if needed, also the Pump Serial number stamped on either the suction or discharge flanges of the pump.

PUMP ASSY:
Manufacturer:
Serial Number:
Pump Size:
Number of Stages:
GPM-

MOTOR ASSY:

Manufacturer:
Horsepower:
Serial Number:
Electric or Diesel:
Amp Rating:
Phase/Hz/Volts: //

Date placed in service:

IMPORTANT REFERENCE NUMBERS:

Engine Model:

Engine Serial Number:

Engine CPL (Control Parts List) Number:

Fuel Pump Number:

FILTER PART NUMBERS (DIESEL):

Air Cleaner Element:

Oil (Full Flow):

Oil (Bypass):

Fuel:

Coolant:

Anti-Freeze Type:

Engine oil Type & Weight:

Quarts of oil per, Motor: (Diesel)